

## PROOF OF CLAIM

Name of Debtor Debit Corporation of America, Inc.		Case Number 04-14360 - BKC - AJC		IMPORTANT: THIS CLAIM FORM SHOULD ONLY BE USED BY THE CREDITOR WHOSE NAME IS PRINTED ON THIS CLAIM FORM.	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503. (See Local Rule 3001-1(B))					
Name of Creditor (The person or other entity to whom the debtor owes money or property): Gwendolyn Pothier Name and Address where notices should be sent:  Gwendolyn Pothier 7900 W 103rd St Palos Hills IL 60465 1563  Telephone Number: 708 599-2162		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input checked="" type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.		RECEIVED JUN - 1 2004	
Account or other number by which creditor identifies debtors: (If SS# only list last 4 digits of SS#): #3981 (3981)		Check here if <input type="checkbox"/> replaces <input type="checkbox"/> amends a previously filed claim, dated _____ this claim			
1. Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other Goods Purchased - NEVER Received goods		<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Last four digits of SS #: XXX-XX-_____ Unpaid compensation for services performed from _____ to _____ (date) (date)			
2. Date debt was incurred: Sept. 23, 2003		3. If court judgment, date obtained:			
4. Total Amount of Claim at Time Case Filed: \$ _____ + _____ + <u>14,915.00</u> = <u>14,915.00</u> (Unsecured Nonpriority) (Secured) (Unsecured Priority) (Total)					
Complete items 5, 6, and 7 (as applicable) to further describe the amount(s) you indicated in item 4. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.					
5. Secured Claim. <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____  Value of Collateral: \$ _____  Amount of arrearage and other charges at the time the case was filed included in secured claim, if any: \$ _____		7. Unsecured Priority Claim. <input checked="" type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ <u>14,915.00</u> Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4,925)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Up to \$ 2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____).  *Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after date of adjustment.			
6. Unsecured Nonpriority Claim \$ _____ <input type="checkbox"/> Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority.					
8. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.		THIS SPACE IS FOR COURT USE ONLY			
9. Supporting Documents: Attach legible copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. Supporting documents should not exceed 5 pages (See reverse for instructions)		5			
10. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim. Research and/or copy charges will apply for future copy requests of claims.		40			
Date 5/26/04	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): Gwendolyn Pothier				
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.					

*Penalty for presenting fraudulent claim:* Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

November 11, 2003

Debit Corporation of America, Inc  
Processing Center  
11900 Biscayne Boulevard  
Suite 699  
Miami, FL 33181

Dear Sir/Madam;

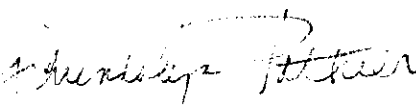
On September 23, 2003, an agreement was entered into with Debit Corporation of America to provide Sales Systems to me with the payment in the amount of \$14,915.00 to include 3 Sales System, in addition to Prepaid Mastercard Activation Certificates.

During the initial conversation, I was informed that the shipment of such, along with Sales System would be received within two weeks from the date of purchase order. Since then I have made several calls relative to receipt of systems. In researching the time frame in which other ISA, referred to me by you, have indicated that their Sales Systems were received within two weeks from the initiation of purchase order. I feel as a result of this, despaired treatment have been received relative to your obligation to me (ISA).

As of the above date, I have not received the Sales Systems (3) purchased with this agreement. Therefore pursuant to the Terms of Agreement, the 45 days requirement as stated has also not been met. Therefore I am requesting a cancellation of all obligations and performance relative to the agreement and I am requesting a refund of the amount of funds provided for such items. I am willing as obligated, to return all certificates to Debit Corporation of America.

Your obligation to me (ISA) has not been met within the time frame specified and therefore the trust and confidence in your company has been severely jeopardized.

I no longer wish to pursue this business opportunity.

  
Gwendolyn Pothier #3981  
7900 W 103<sup>rd</sup> St 3E  
Palos Hills IL 60465

1805 0394 4000 0981 5002

U.S. Postal Service <sup>TM</sup>		
CERTIFIED MAIL <sup>®</sup> RECEIPT		
(Domestic Mail Only. No Insurance Coverage Provided)		
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>		
MIAMI, FL 33181		
Postage	\$ 0.37	UNIT ID: 0482  Postmark Here  Clerk: KDK1D2  11/12/03
Certified Fee	2.30	
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 2.67	
Sent To <u>DEBIT CORP of AMERICA</u>		
Street, Apt. No., or PO Box No. <u>11900 BISCAYNE BLVD #699</u>		
City, State, ZIP+4 <sup>®</sup> <u>MIAMI FL 33181</u>		
PS Form 3800, June 2002 See Reverse for Instructions		

THIS DOCUMENT HAS AN AUTHENTICITY MARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A MICROMARK SIGNATURE LINE. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

**OFFICIAL CHECK**

**CHARTER ONE BANK**

14287281

0916 SEP 23, 2003

PAY TO THE ORDER OF \*\*\*DEBIT CORP OF AMERICA\*\*\*  
FOURTEEN THOUSAND NINE HUNDRED FIFTEEN DOLLARS AND 00/100

\$\$\$14,915.00\$

GWENDOLYN POTHIER #3981

REMITTER

ISSUED BY: TRAVELERS EXPRESS COMPANY  
P.O. BOX 9475, MINNEAPOLIS, MN  
DRAWEE: US BANK  
ST. PAUL, MN

FDIC Insured

Drawn: Charter One Bank  
TWO SIGNATURES REQUIRED ON AMOUNTS OVER \$5,000.00

# 14 28 7 28 1 # 0960 16 76 5 0 1600 10 50 26 79 #

0001491500

ED

ORIGINAL  
DOCUMENT

SUNTRUST OF FL 99242983  
ORLANDO, FL  
4016-011 10631021524  
3100451730

ORIGINAL  
DOCUMENT

ORIGINAL  
DOCUMENT

09161023 03252033 0054/93  
S. 1060010245 X1 13 27  
M. 0310-0051-9

0100012107

PAY TO THE ORDER OF  
SUNTRUST BANK  
FOR DEPOSIT ONLY  
DEBIT CORPORATION OF AMERICA INC.  
10001450000

DO NOT WRITE: STAMP OR SIGN BELOW THIS LINE

**PURCHASE ORDER**  
**DEBIT CORPORATION**  
**OF AMERICA, INC.**

3475 Sheridan Street, Suite 215F, Hollywood, FL 33021  
Phone: (954) 981-4447 • Fax: (954) 981-4421  
Toll Free: (800) 468-3213 • Fax: (800) 468-1836

ID# 3981  
County LAKE COUNTY, IL

Purchaser's Name GWENDOLYN PETHIER Date 9-23-03  
Purchaser's Address 7900 W 103<sup>RD</sup> ST SE  
City PALOS HILLS State IL Zip 60465  
Home Phone 708 599-2162 Business Phone 708 927-4774

No. of Sales  
Systems to ship: 3

Face Value of Prepaid MasterCard  
Activation Certificates to ship: #3500.00

Purchase Price Sales Systems .....	\$ <u>14,915.00</u>
Purchase Price of Additional Items .....	\$ <u>NC</u>
Total .....	\$ <u>14,915.00</u>
Sales Tax (FL Residents Only) .....	\$ <u>NA</u>
Amount Paid .....	\$ <u>14,915.00</u>

Special Provisions \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Purchaser acknowledges the receipt of all Disclosure Documents of Seller ten (10) business days prior to acceptance and deposit of funds and that **this sale is subject to the terms on the reverse of this Purchase Order.**

**ACCEPTED AND APPROVED**

By: \_\_\_\_\_  
COMPANY OFFICER

By: GWENDOLYN PETHIER  
BUYER

I have read and agree to the Terms and

## 15. TERMINATION, CANCELLATION AND RENEWAL OF YOUR BUSINESS OPPORTUNITY

1. Term. The Purchase Order contains no term. The obligations of DEBIT CORPORATION OF AMERICA, INC. are satisfied upon delivery of the initial order of the items ordered. You have no further obligation to DEBIT CORPORATION OF AMERICA, INC. (except as stated in the Purchase Order) and DEBIT CORPORATION OF AMERICA, INC. has no further obligation to you.
2. Conditions Under Which You May Renew or Extend. Since there is no term in the Purchase Order, there is no renewal or extension of the Purchase Order. However, DEBIT CORPORATION OF AMERICA, INC. will continue to offer additional items to you, whenever you wish, upon your signing of DEBIT CORPORATION OF AMERICA, INC.'s then current form of Purchase Order.
3. Conditions Under Which DEBIT CORPORATION OF AMERICA, INC. May Refuse to Renew or Extend. DEBIT CORPORATION OF AMERICA, INC. will only refuse to sell additional items to you if you have failed to pay for previous purchases as required under the Purchase Order or if DEBIT CORPORATION OF AMERICA, INC. is no longer offering items for sale.
4. Conditions Under Which You May Terminate. You may terminate the Purchase Order if more than 45 days have elapsed since the signing of the initial Purchase Order, and DEBIT CORPORATION OF AMERICA, INC. has failed to ship the items ordered, subject to the terms and conditions set forth in the Purchase Order. In this event, the funds paid will be returned to you. Thereupon, the Purchase Order is automatically terminated and neither DEBIT CORPORATION OF AMERICA, INC. nor you have any further obligation to the other. You may terminate the business opportunity after the initial Purchase Order by simply ceasing to operate.
5. Conditions Under Which DEBIT CORPORATION OF AMERICA, INC. May Terminate. DEBIT CORPORATION OF AMERICA, INC. is entitled to terminate the Purchase Order upon your failure to prepay for the items described in the Purchase Order.
6. Your Obligations After Termination of the Purchase Order. Upon termination of the Purchase Order you have no obligations to DEBIT CORPORATION OF AMERICA, INC. except to cease identifying yourself as an "Authorized Distributor for DEBIT CORPORATION OF AMERICA, INC. Products."
7. Conditions Under Which DEBIT CORPORATION OF AMERICA, INC. May Repurchase Whether by Right of First Refusal or Option of DEBIT CORPORATION OF AMERICA, INC.. DEBIT CORPORATION OF AMERICA, INC. has no right of first refusal or option to purchase your business opportunity.
8. Conditions Under Which You May Sell or Assign Your Interest in the Business Opportunity or in the Assets of the Business Opportunity. You may sell, assign, give, transfer, lease, sublease or encumber, in whole or in part, the business opportunity, any ownership or control of your business and your assets without DEBIT CORPORATION OF AMERICA, INC.'s written consent.
9. Conditions Under Which DEBIT CORPORATION OF AMERICA, INC. May Sell or Assign in Whole or

response[1]

07, 2004

January

Gwendolyn Pothier  
7900 W 103rd St 3E  
Palos Hills, IL 60465

Ref. No. 3818049

Re: FTC

Dear Gwendolyn Pothier:

Thank you for your recent letter concerning your complaint.

The Federal Trade Commission's Mail or Telephone Order Rule covers goods you order by mail, telephone, computer, and fax machine. By law, a company should ship your order within the time stated in its ads. If no time is promised, the company should ship your order within 30 days after receiving it. If the company is unable to ship on time, the company must give you the choice of agreeing to the delay or canceling your order and receiving a prompt refund.

Information from your letter has been added to our computerized reporting systems, which is used by the staff to determine actions that will benefit all consumers. As a federal regulatory agency, our role is to identify those companies that consistently violate consumers' rights and then correct those violations through appropriate law enforcement action. Meanwhile, the Attorney General's office in the state where the company is located may be able to assist you.

We appreciate your interest in writing to us.

yours,

Sincerely

Response Center

Consumer

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*Attorney Referral*  
*+877-392-5011*

*Florida Bar.com*